**TERMS & CONDITIONS**

Welcome to the website of The Audrey Zeitouni Lasky Company, LLC, [www.azlco.com](http://www.azlco.com) (the “Website”). The Audrey Zeitouni Lasky Company, LLC (“AZL”) is a California limited liability company based in San Francisco. These terms and conditions (“Terms & Conditions”) apply to your use of the Website and also apply to all websites owned and/or provided by AZL, including without limitation [www.gildedrockpress.com](http://www.gildedrockpress.com).

References to “AZL,” “we” or “us” in this document mean The Audrey Zeitouni Lasky Company, LLC and any affiliates, subsidiaries, and divisions. The terms “you” and “user” as used in these Terms & Conditions refer to all individuals and/or entities accessing this Website for any reason.

We have posted these Terms & Conditions to be in compliance with numerous laws that regulate the operation of an Internet website. The Terms & Conditions cover a variety of important issues so we hope you read them carefully.

By using this Website, you acknowledge that you have read and understand these Terms & Conditions, and that you accept them and agree to be legally bound by them. You should not use this Website if you have any objections to any of these Terms & Conditions. Your continued participation on the Website indicates your acceptance of the Terms & Conditions, including your acceptance of the Privacy Policy and of the collection, use, disclosure, management, and storage of your Personal Information (as defined in the Privacy Policy).

Each time you use this Website, you should visit and review the Terms & Conditions. We reserve the right to occasionally update the Terms & Conditions. At such time, we will also revise the “last updated” date below.

1. **OTHER TERMS**

Some areas of this Website may have additional rules, guidelines, and/or other terms and conditions that apply to your access and/or use of that area of the Website and that may be revised from time to time (“Other Terms”). If there is a conflict or inconsistency between any of these Terms & Conditions and the Other Terms, the Other Terms shall take precedence with respect to your access and use of that area of the Website.

1. **USE OF THE WEBSITE**

You agree that you will not access or use the Website in any manner that could damage, disable, impair or cause undue burden on the Website and/or its host, servers, network, systems or other users. You agree that you will not attempt to interfere in any way with the operation of the Website, that you will not transmit any virus or worm to the Website, that you will not use any spider, robot, data mining tool or other automatic device, or any other manual process or means, to access the Website and/or its servers or systems to extract, download, monitor, gather, transmit or copy any of the data or material on the Website (including, without limitation, account information, product listings, images, descriptions or prices), or for any other unauthorized purpose; and that you will not engage in flooding, spamming, mail-bombing, crashing or otherwise sending unsolicited email to other users of the Website. You further agree that you will not attempt to access data that is not intended for your use, that you will not attempt to log on to a server or account that you are not authorized to access, and that you will not probe, scan or test the vulnerability of any system or network related in any way to the Website without authorization.

1. **COPYRIGHTS & PERMISSIONS**

Please feel free to browse the Website. Except as otherwise noted, all material on the Website is:

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In general, you may review and print copies of material displayed on the Website, provided that the material (1) is only used for your personal and/or noncommercial purposes, and (2) retains, without alteration, all copyright, trademark and other proprietary notices and any copyright management information displayed on the material as posted on the Website.

Downloading, printing, copying, distributing, transmitting, or otherwise making available any material on the Website for any commercial purpose is expressly prohibited without prior written permission. Please make such requests by e-mail to audrey@azlco.com. We will evaluate your request and respond as soon as possible.

None of the material contained on the Website (including all software, HTML code, and other code) may be reverse-engineered, disassembled, decompiled, transcribed, stored in a retrieval system, translated into any language or computer language, retransmitted in any form or by any means (electronic, mechanical, photo-reproduction, recordation or otherwise), resold, or redistributed without the prior written permission of AZL.

AZL has adopted a policy of terminating services to users who willfully and/or repeatedly infringe.

For further information regarding permission to use the material, please contact us by e-mail at audrew@azlco.com.

1. **TRADEMARKS/SERVICE MARKS**

Some of the trademarks/service marks, logos and/or designs (collectively, the “Mark(s)”) displayed on the Website identify the products and services of AZL and affiliated organizations and inform the public as to the source of those products and services. Nothing contained on the Website should be construed as granting any right or license to use any Mark. Your misuse of any Mark is strictly prohibited, including without limitation, your use of the Marks in any of the following ways:

* In a manner likely to cause confusion;
* To identify your products or services;
* In, as, or part of your own trademarks or services marks;
* In a manner that implies inaccurately a sponsorship, endorsement, or other connection between Herd on the Hill and your products, services, or other activities; or
* In a manner that disparages or dilutes the Marks.

You agree not to display or otherwise inappropriately use the Marks without prior written permission from AZL. Please make such requests by e-mail to audrey@azlco.com. We will evaluate your request and respond as soon as possible.

1. **INTELLECTUAL PROPERTY LIMITATION OF LIABILITY**

AZL respects the intellectual property of others, and we ask visitors to the Website to do the same. If you believe that your work has been used in a way that constitutes copyright infringement, the following information in the form of a written notification (pursuant to 17 U.S.C. § 512(c)) must be provided to the designated Copyright Agent of AZL:

* Identification of the copyrighted work(s) that you claim has been infringed;
* Identification of where the material that you claim to be infringing is located on the Website;
* A statement that you have a good faith belief that use of the disputed material is not authorized by the copyright owner, its agent, or the law, including the law of copyright fair use;
* A statement that the information in the notification is accurate, and under penalty of perjury, that you are the owner of an exclusive copyright that is allegedly infringed or are authorized to act on the copyright owner's behalf;
* Your address, telephone number, and e-mail address; and
* Your physical or electronic signature.

The designated agent of AZL for notification of claims of copyright infringement on this Website can be reached as follows:

**Address: The Audrey Zeitouni Lasky Company, LLC**

 **Attn: Audrey Lasky**

 **548 Market Street, No. 76383**

 **San Francisco, CA 94104-5401**

**Telephone: 415-470-7370**

**E-mail:** **audrey@azlco.com**

Similarly, if you believe that any of your trademarks or service marks has been infringed, or if you believe that your image has been used without your consent, please notify the designated agent of AZL.

1. **PRODUCTS FOR SALE**

From time to time AZL may offer books and/or other products for sale through the Website. AZL may change or eliminate products offered on or through the Website at any time without prior notice. AZL makes no representation that any particular products will be available for any particular period of time. For questions about books or products, contact audrey@azlco.com.

1. **SUBMISSIONS BY YOU ON THE WEBSITE AND IN SOCIAL MEDIA**

We appreciate hearing from you on this Website and on certain websites owned by third parties (*e.g.*, Instagram, Facebook, and Twitter) where AZL has established a social media page (each, a “Page”).

Please be aware that by submitting content to this Website or to a Page, including any text, graphics, software, music, sound, photographs, videos, messages, comments, feedback, data, information, or other materials (collectively, the “Content”), you (1) represent and warrant to AZL that you have obtained all necessary licenses, consents, waivers, releases, authorizations and/or permissions to post or transmit such Content; (2) grant to AZL an irrevocable, worldwide, nonexclusive, perpetual, fully paid-up, fully sub-licensable, royalty-free right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, transmit, publicly perform, and publicly display such Content (in whole or part) and/or to incorporate it (in whole or in part) in other works in any form, media, or technology now known or later developed; and (3) grant to AZL an irrevocable, worldwide, nonexclusive, perpetual, fully paid-up, fully sub-licensable, royalty-free right and license to use the name that you submit in connection with the Content. You acknowledge that any Content submitted by you may be handled by AZL on a non-confidential basis, except where otherwise indicated by AZL’s Privacy Policy.

You expressly agree not to post, upload to, transmit, distribute, store, create or otherwise publish through this Website or the Page any of the following:

* Content that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, disparaging, harassing, threatening, invasive of privacy or publicity rights, abusive, fraudulent or otherwise objectionable;
* Content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or create liability under any law;
* Content that infringes any patent, trademark, trade secret, copyright or other intellectual property or proprietary right of any party;
* Content that impersonates any person or entity or otherwise misrepresents your affiliation with any person or entity, including with us;
* Unsolicited promotions, political campaigning, advertising, contents, raffles or solicitations;
* Private information of any third party, including (without limitation), surname, address, phone number, email address, Social Security number, and credit card number;
* Content or links to content that, in AZL’s sole judgement is objectionable, restricts or inhibits others from using the Website or Page, or which may expose AZL or its users to any harm or liability of any type;
* Content that appears to violate a third-party website’s Terms of Use or any other policies or terms that govern use of the website or any applicable laws;
* Content that name-calls, insults, taunts, ridicules, mocks, bullies, electronically stalks or otherwise harasses another user or attacks the character or damages or has the potential to damage the reputation of another user.

Although AZL has no obligation to screen, edit, or monitor any of the Content posted by users, AZL reserves the right to restrict, suspend or terminate without notice a user’s access to the Website or the Page or any feature of this Website or the Page or any part thereof at any time.

The Website or Page may contain the opinions and views of other users, which AZL does not endorse and for which AZL is not responsible. AZL is also not responsible for the accuracy of any content posted on the Website or Page, and you bear all risks associated with the use of any content, including any reliance on the accuracy, completeness or usefulness of such content.

Your dealings with third parties found on or through the Website or Page are solely between you and those third parties. AZL does not make any representations or warranties with respect to any goods or services that may be obtained from such third parties, and AZL will have no liability with respect to any loss or damage of any kind incurred as a result of any dealings between you and any third party or as a result of the presence of such third parties on the Website or Page.

1. **DISCLAIMER OF THIRD PARTY WEBSITES**

This Website may provide links to other websites that we hope you will find helpful. AZL may also be referenced on third-party websites.

AZL does not control the material presented in other websites, however. AZL also does not vouch for or assume responsibility for the accuracy of such material, and assumes no liability and shall not be responsible for damages arising from your ability to use those websites or for their content.

1. **MEDICAL DISCLAIMER**

**ALL INFORMATION (INCLUDING, WITHOUT LIMITATION, ADVICE AND RECOMMENDATIONS) ON THE WEBSITE IS INTENDED SOLELY FOR EDUCATIONAL PURPOSES.  THE INFORMATION IS NOT A SUBSTITUTE FOR MEDICAL OR NUTRITIONAL ADVICE FROM A QUALIFIED PHYSICIAN OR NUTRITIONIST FAMILIAR WITH YOUR UNIQUE SITUATION.  ALWAYS SEEK THE ADVICE OF YOUR PHYSICIAN BEFORE STARTING ANY EXERCISE OR NUTRITION PROGRAM.  NOTHING POSTED ON THE WEBSITE IS INTENDED TO BE USED FOR MEDICAL DIAGNOSIS OR TREATMENT. THE INFORMATION IS PROVIDED WITH THE UNDERSTANDING THAT AZLIS NOT ENGAGED IN RENDERING MEDICAL OR NUTRITIONAL ADVICE THROUGH THE WEBSITE.**

**AZLEXPRESSLY DISCLAIMS, AND YOU EXPRESSLY RELEASE AZL FROM, ANY AND ALL LIABILITY CONCERNING ANY EFFECT ON ANY PERSON FOLLOWING THE INFORMATION PROVIDED THROUGH THE WEBSITE.**

**YOUR USE OF THE WEBSITE IS SUBJECT TO THE ADDITIONAL DISCLAIMERS AND LIMITATIONS THAT MAY APPEAR THROUGHOUT THE WEBSITE.   NO ADVICE OR INFORMATION, WHETHER WRITTEN OR ORAL, OBTAINED BY YOU FROM AZLTHROUGH THE WEBSITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.**

1. **ADDITIONAL DISCLAIMERS AND LIMITATION OF LIABILITIES AND WARRANTIES**

AZL is not responsible if the information made available on this Website is not accurate or complete. Any reliance upon the material on the Website shall be at your own risk. You agree that it is your responsibility to monitor any changes to the material and information contained on this Website.

The Website may contain technical inaccuracies, typographical errors, and out-of-date information. AZL makes no representations as to the accuracy, reliability, completeness, or timeliness of the information posted, and makes no warranty that the Website will meet your requirements. AZL reserves the right to make changes to the Website at any time.

**YOU UNDERSTAND, ACKNOWLEDGE, AND AGREE THAT YOUR USE OF THE WEBSITE, INCLUDING THE SERVICES OFFERED ON OR THROUGH THE WEBSITE, IS AT YOUR OWN RISK. AZL SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUES OR LOST PROFITS, WHICH MAY RESULT FROM THE USE OF, ACCESS TO, OR INABILITY TO USE THE SERVICES AND/OR WEBSITE. (BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.) AZL MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY OF THE MATERIALS AND/OR SERVICES AVAILABLE FROM THE WEBSITE, ALL OF WHICH ARE BEING OFFERED “AS IS.” AZL ASSUMES NO RESPONSIBILITY AND SHALL NOT BE LIABLE FOR ANY DAMAGES TO, OR VIRUSES THAT MY INFECT, YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY ON ACCOUNT OF YOUR ACCESS TO, USE OF, OR BROWSING THE WEBSITE, OR YOUR DOWNLOADING OF ANY MATERIALS FROM THE WEBSITE.**

1. **INDEMNIFICATION**

You shall indemnify and hold harmless AZL, its affiliates, officers, employees, and agents, from and against any and all liability, losses, claims, demands, disputes, and costs of any kind, including, without limitation, reasonable attorneys’ fees and costs of litigation resulting from or in any way connected with your use of the Website, including any services offered through the Website, content that you submit through the Website, and/or your breach of any of the provisions of the Terms & Conditions and/or the Privacy Policy.

1. **DISPUTE RESOLUTION**

In the event of a dispute arising from or relating to the Website or these Terms & Conditions, you agree to submit such dispute to non-binding mediation in San Francisco, California. If mediation is not successful, you or AZL may submit the dispute to arbitration by a single arbitrator in accordance with the rules of the American Arbitration Association in San Francisco, California. Any action based on a breach of any provision of these Terms & Conditions may be brought to the federal or local courts presiding in San Francisco, California, whichever is appropriate, and to whose jurisdiction you consent in such an action. Notwithstanding the foregoing, AZL may seek injunctive relief at any time. If a breach is found by a given court, the court shall have the right to issue an injunction, and grant to AZL its damages and attorneys’ fees and such other and further relief as the court may deem appropriate.

1. **APPLICABLE LAWS & JURISDICTIONAL ISSUES**

The Website shall be governed by the laws of the United States, including U.S. federal copyright and trademark laws, and the laws of the state of California applicable to contracts entered into and to be wholly performed therein without regard to conflict of laws or choice of laws principles. By visiting and using the Website,you consent to the jurisdiction of the courts presiding in San Francisco, California, and you agree to accept service of process by mail. You hereby waive any and all jurisdictional and venue defenses that might otherwise be available.

1. **COMPLIANCE WITH LAWS**

You agree that you will not use the Website, or services provided on or through the Website, for any purpose that is prohibited by these Terms & Conditions or that is unlawful. Further, you agree not to access, download, use or export the Website, or services provided on or through the Website, in violation of any applicable laws, rules or regulations. You agree to comply with all export laws and restrictions and regulations of any United States or foreign agency or authority, and not to directly or indirectly provide or otherwise make available the Website or services provided on or through the Website in violation of any such restrictions, laws, rules, or regulations, or without all necessary approvals.

**14. FORCE MAJEURE**

Notwithstanding any other provision contained in these Terms & Conditions, in the event that the performance of any obligation of AZL is prevented due to acts of God, exchange controls, export or import controls, or any other government restriction, wars, hostilities, blockades, civil disturbances, revolutions, strikes, lockouts, or any other cause beyond the reasonable control of AZL, then AZL shall not be responsible to you for any failure or delay in the performance of its obligations. AZL shall promptly notify you of such force majeure condition. The terms of this clause shall not exempt, but merely suspend, AZL from its duty to perform until as soon as practicable after a force majeure condition ceases to exist.

**15. HEADINGS**

The headings of each of these Terms & Conditions are for convenience of reference only. Such headings shall be ignored in the interpretation or construction of any of these Terms & Conditions.

**16. NO ASSIGNMENT**

You may not assign your rights or obligations under these Terms & Conditions without the prior express written consent of AZL.

**17. INVALIDITY OF PROVISIONS**

In the event that any portion of these Terms & Conditions is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intention, and the remainder of the provisions shall remain in full force and effect.

**18. NO WAIVER**

Any failure by AZL to insist upon or enforce strict performance of any provision of these Terms & Conditions shall not be construed as a waiver of any provision or right.

**19. CHANGES TO THE TERMS & CONDITIONS**

No changes to these Terms & Conditions shall be made except by a revised posting on this page, and no advice or other information provided by the Website or its representatives to any user in any manner which is not posted on this page will constitute any amendment of, waiver, or change to these Terms & Conditions, unless such an amendment, waiver, or change is in writing from an authorized officer or representative of AZL.

**20. COMPLETE UNDERSTANDING**

These Terms & Conditions, including the Privacy Policy, constitute the entire understanding between AZL and you with respect to the Website.

**Last Updated: January 6, 2018**